

# LINCOLN-SMD 1 WASTEWATER AUTHORITY MEETING AGENDA

Regular Meeting of the Board of Directors

Lincoln City Hall, Third Floor Council Chambers 600 Sixth Street, Lincoln, CA 95648

October 10, 2025 at 10:00 a.m.

The public may also observe and participate in the meeting via Zoom at the following videoconferencing link:

https://us06web.zoom.us/webinar/register/WN L2bYfOdARYiQxL2vDwckAQ

#### **Board of Directors**

CITY OF LINCOLN Holly Andreatta, Chair John Reedy COUNTY OF PLACER
Shanti Landon, Vice-Chair
Cindy Gustafson

General Manager and Secretary
Jim Mulligan
Legal Counsel
Wes Miliband

#### **PRELIMINARY MATTERS**

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL
- D. PUBLIC COMMENT ON NON-AGENDA ITEMS

Any member of the public wishing to address the Board of Directors regarding items not on the Agenda within the Authority's subject matter jurisdiction should do so at this time. With respect to items on the Agenda, the Board will receive public comments at the time the item is opened for discussions, prior to any vote or other Board action. A three-minute time limit is requested. Please complete a speaker card and submit it to the General Manager at the meeting.

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### **ACTION CALENDAR**

#### 1. CONSENT ITEMS

It is recommended by the General Manager that these items, which are expected to be routine in nature and without controversy, be received and acted upon by the Board without discussion. If any Board member or interested party requests that an item be removed from the Consent Calendar for discussion, it will be considered separately. The consent calendar may be approved by a single motion to approve, followed by a second and then a call for vote.

- 1.1 Approval of Minutes 09/12/25 Regular Meeting
- 1.2 Approve a professional services agreement with Stantec Consultants, Inc. (Stantec) to prepare a Groundwater Monitoring Well Network Evaluation Report in an amount not-to-exceed \$13,506.00 and authorize the General Manager to execute and administer the agreement.
- 2. GENERAL MANAGER'S REPORT AND UPDATE (Discussion, No Action) A PowerPoint and verbal report will be provided to include the following:
  - GM Work in Progress
  - August 2025 Operations Fund Income Statement
- 3. OPERATIONS REPORT (Discussion, No Action) A written and verbal report will be provided.
- 4. LEGAL REPORT A verbal report from General Counsel pertaining to relevant legislative, case, or related developments that have occurred.
- 5. DIRECTOR'S COMMENTS
- 6. CLOSED SESSION MATTERS CONVENE TO CLOSED SESSION FOR MATTER(S) LISTED ON THE AGENDA

Public Employee Evaluation (Government Code § 54957(b)(1))

Title: General Manager, Board Secretary, Authority Engineer

#### **ADJOURNMENT**

#### THE FOLLOWING INFORMATION IS PROVIDED TO ASSIST WITH PUBLIC PARTICIPATION:

Americans with Disabilities Act (ADA): In compliance with the ADA, if you need special assistance to participate in this meeting or other services in conjunction with this meeting, please contact the Lincoln City Clerk's Office at (916) 434-2490. The meeting room is wheelchair accessible and disabled parking is available. Notification at least 24 hours prior to the meeting or time when services are needed will assist staff in assuring reasonable arrangements can be made to provide accessibility to the meeting or service.

Agenda Availability: The main posting location of the LiSWA Agenda is on the public kiosk outside the entrance of Lincoln City Hall, 600 6th Street, Lincoln, California. Agenda Packets are available for review at the Lincoln City Clerk's Office, 600 6th Street, Lincoln, California.

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# LINCOLN-SMD 1 WASTEWATER AUTHORITY MEETING MINUTES

Regular Meeting of the Board of Directors

September 12, 2025 at 10:00 a.m.

#### **Board of Directors**

CITY OF LINCOLN Holly Andreatta, Chair John Reedy COUNTY OF PLACER
Shanti Landon, Vice-Chair
Cindy Gustafson

General Manager and Secretary
Jim Mulligan
Legal Counsel
Wes Miliband

### **PRELIMINARY MATTERS**

#### A. CALL TO ORDER

The meeting was called to order at 10:00 am.

#### B. PLEDGE OF ALLEGIANCE

The pledge was led by Director Andreatta.

#### C. ROLL CALL

Directors Present: Holly Andreatta, Chair Shanti Landon, Vice Chair John Reedy, Director Cindy Gustafson, Director

#### Staff present:

Jim Mulligan, General Manager and Board Secretary Wes Miliband, Legal Counsel Kelye McKinney, Authority Engineer

#### D. PUBLIC COMMENT ON NON-AGENDA ITEMS

There were no public comments on non-agenda items



### **ACTION CALENDAR**

- CONSENT ITEMS
  - 1.1 Approval of Minutes 08/08/25 Regular Meeting

Motion to approve by Director Landon, Second by Director Gustafson Approved 4-0

2. GENERAL MANAGER'S REPORT AND UPDATE (Discussion, No Action) – A PowerPoint and verbal report will be provided to include the following:

A PowerPoint and verbal report were provided discussing financial report and work in progress.

• GM Work in Progress

Director Andreatta asks how many vehicles the plant has in its fleet.

GM, Jim Mulligan says less than 20.

Director Andreatta asks if there are any concerns for solids handling and greenhouse emissions in the optimization studies.

GM, Jim Mulligan, explains that the preliminary review of the study does not indicate anything alarming.

Authority Engineer, Kelye McKinney, explains that more work should be done and be included in Wastewater Master Plan.

- July 2025 Operations Fund Income Statement
- 3. OPERATIONS REPORT (Discussion, No Action) A written and verbal report will be provided.

Gary Hengst gives PowerPoint presentation on operations.

Director Andreatta asks to clarify 'upper management'.

Gary Hengst and GM, Jim Mulligan explain they are referring to Jacobs.

Director Reedy asks if 'gallons in and out' is associated with dumping storage.

Gary Hengst agrees and explains temporary storage basins going out- is negative, in- is positive and can make up difference by taking more into the pond or pumping out.

Director Reedy asks if filter feed pump 2 will take two years to ship and if they should have a spare.

Gary Hengst agrees and explains one pump will be a back up and to be purchased as part of Improvement Project.

Director Reedy asks if only one centrifuge works out of three.



Gary Hengst explains they only have two, named Centrifuge 1 and Centrifuge 3. A space is available for a third centrifuge if ever needed.

Question and answer between Board and LiSWA staff

Gary Hengst explains that the curbing keeps debris out of the pond and not structural to the pond.

4. LISWA RESERVE POLICY PRIMER – A verbal report and presentation from Ken Dieker, Del Rio Advisors.

Ken Dieker gives presentation on reserve policy options as a primer to the Board.

Director Landon asks if there is an estimate of how long it would take LiSWA to reach its financial goals.

Ken Dieker explains that they are working with Raftelis to project goals using a financial model that is currently being developed.

Director Landon asks if there will be any guardrails in the reserve policy for Board action/intervention.

Ken Dieker explains the checklist provided includes establishing levels and targets for the reserve policies. LiSWA staff in coordination with the Technical Advisor Group will be bringing back reserve policy recommendations to the Board at a future meeting.

Director Gustafson thanks Ken Dieker for his explanation and presentation.

5. LEGAL REPORT – A verbal report from General Counsel pertaining to relevant legislative, case, or related developments that have occurred.

Wes Miliband gives verbal report on Senate Bill 31 - Water quality: recycled water – passed unanimously by both Chambers on September 5<sup>th</sup>, 2025, and explains the Governor has until October 12<sup>th</sup>, 2025 to take any action and there may be a market for treated wastewater.

6. DIRECTOR'S COMMENTS

No Director's comments.

7. CLOSED SESSION MATTERS - CONVENE TO CLOSED SESSION FOR MATTER(S) LISTED ON THE AGENDA

Session closed at 10:45 am.

Open session reconvened at 11:51 am.

#### **ADJOURNMENT**

The meeting was adjourned at 11:52 am.



# **MEMORANDUM**

# LINCOLN-SMD1 WASTEWATER AUTHORITY

TO: LISWA BOARD OF DIRECTORS DATE: October 10, 2025

FROM: KELYE MCKINNEY, AUTHORITY ENGINEER

SUBJECT: PROFESSIONAL SERVICES AGREEMENT FOR GROUNDWATER MONITORING

NETWORK EVALUATION REPORT - APPROVAL AND AUTHORIZATION

### **RECOMMENDED ACTION**

Approve a professional services agreement with Stantec Consultants, Inc. (Stantec) to prepare a Groundwater Monitoring Well Network Evaluation Report in an amount not-to-exceed \$13,506.00 and authorize the General Manager to execute the agreement.

# **BACKGROUND**

LiSWA issued a Request for Letter Proposals (RFP) on August 13, 2025, seeking qualified consultants to prepare a Groundwater Monitoring Well Network Evaluation Report (Report) as required under LiSWA's discharge permit (Order R5-2024-0024, NPDES CA0084476). The report is required to be submitted to the California State Regional Water Quality Control Board, Central Valley Region (Regional Board) by March 1, 2026.

The purpose of this Report is to assess the existing groundwater monitoring well network and propose additional wells, where necessary, to evaluate background conditions, characterize groundwater flow direction and gradient, and to assess potential water quality impacts in proximity to and downgradient of the LiSWA wastewater facility and more specifically, Tertiary Storage Bains 1 and 2 and Maturation Ponds 1 and 2. The report must include a closure plan for the decommissioning of any wells as may be determined by the evaluation.

Should the Report recommend installation of new groundwater monitoring wells, LiSWA must prepare and submit a Groundwater Well Installation Plan to the Regional Board by June 1, 2026. It is important to note this agreement does not include scope or fee for this element of work since it is currently undetermined if one or more new monitoring wells are needed.

#### **SELECTION PROCESS**

LiSWA received four proposals by the September 12, 2025, deadline. The proposals were evaluated by a five-member review team consisting of LiSWA staff, and LiSWA Technical Advisory Group (TAG) staff from City of Lincoln and County of Placer using the criteria outlined in the RFP.

Following the evaluation of written proposals, subsequent discussion and review of the scoring results by the review team, Stantec was determined to be the top-ranked firm. Stantec's long-standing history at

the LiSWA site preparing quarterly groundwater monitoring reports, preparing monitoring well installation work plans and overseeing the construction and destruction of LiSWA wells set them apart as the most efficient and qualified firm for this work. Staff then engaged Stantec in contract negotiations and an agreement has been prepared for Board consideration and approval.

Work is expected to begin in October 2025, with a draft evaluation report completed by December 1, 2025 and the final report completed in early January 2026.

### **FISCAL IMPACT**

The total not-to-exceed cost of the agreement is \$13,506.00, which is within the approved FY 2025–2026 LiSWA budget under Consultant Services.

# **ATTACHMENTS**

Professional Services Agreement with Stantec

# <u>Liswa professional services agreement</u>

This AGREEMENT is made and entered into this day of	of in the year,
between the Lincoln-SMD 1 Waste Authority, hereinafter referre	ed to as ("AUTHORITY"), and <i>Stantec</i>
Consulting Services, Inc, hereinafter referred to as "CONSUL	TANT". The AUTHORITY and the
CONSULTANT are sometimes referred to herein as a "PARTY" ar	nd collectively as the "PARTIES". This
AGREEMENT is made with reference to the following facts:	•

WHEREAS, the AUTHORITY requires services and/or advice of a highly specialized and technical nature in connection with certain financial, economic, accounting, consulting and/or administrative matters, and such services and advice are not as available within the AUTHORITY; and

WHEREAS, CONSULTANT possesses the necessary expert knowledge, experience, and ability to perform services not available through AUTHORITY personnel, and CONSULTANT is specially experienced and competent to provide to the AUTHORITY certain specialized services and/or advice in one or more of the foregoing areas; and

WHEREAS, AUTHORITY desires to obtain the following specialized services and/or advice for preparing a *GROUNDWATER MONITORING WELL NETWORK EVALUATION REPORT*, as more specifically described in **Exhibit** "A" of this AGREEMENT (hereinafter referred to collectively as the "PROJECT"); and

WHEREAS, CONSULTANT has indicated its willingness and commitment to provide its specialized services and/or advice to the AUTHORITY on the terms hereafter set forth in this AGREEMENT.

**NOW, THEREFORE**, the PARTIES hereto agree that the above recitals are true and correct, and further as follows:

# ARTICLE I SCOPE AND SERVICES AND RESPONSIBILITIES

- 1. <u>Services to be Provided by CONSULTANT</u>: The CONSULTANT shall perform its services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional (providing services like the CONSULTANT) practicing in California. The CONSULTANT shall provide to the AUTHORITY on the terms set forth herein all the services articulated in this AGREEMENT, **Exhibit "A"**, and as set forth in the CONSULTANT's PROPOSAL, pertinent portions of which shall be attached hereto and incorporated herein as **Exhibit "B"** ("PROPOSAL"). The CONSULTANT shall also provide all services required in the AUTHORITY's **Request for Letter Proposal for Groundwater Monitoring Well Network Evaluation Report** ("RFP"). The PARTIES agree to incorporate the terms and conditions of the RFP into this AGREEMENT by this reference and the PARTIES understand that the RFP shall constitute a binding part this AGREEMENT. The PARTIES agree, however, that if there are any conflicts, discrepancies or ambiguities in the terms and conditions of this AGREEMENT and the CONSULTANT's PROPOSAL and/or the RFP, this AGREEMENT govern and control.
- 2. <u>Classification</u>: To the extent it is determined under applicable law that CONSULTANT fails to meet the statutory prerequisites for classification as a professional expert operating under a personal services agreement, CONSULTANT resigns any and all rights and privileges derived from this

AGREEMENT and any resulting relationship, which resignation is deemed accepted under such circumstances by the AUTHORITY.

- 3. <u>CONSULTANT's Certifications and Representations regarding Expertise and Compliance with Laws and Regulations</u>: CONSULTANT makes the following certifications and representations for the benefit of the AUTHORITY and CONSULTANT acknowledges and agrees that the AUTHORITY, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon CONSULTANT'S certifications and representations, including the following:
  - a. <u>Expertise, Capacity, and Proper Licensing and Certifications</u>: CONSULTANT is qualified in all respects to provide to the AUTHORITY all of the services contemplated by this AGREEMENT and has capacity to perform the PROJECT, and to the extent required by any applicable laws, CONSULTANT has all such licenses, certifications, and/or governmental approvals as would be required to carry out and perform for the benefit of the AUTHORITY, such services as are called for hereunder.
  - b. <u>Labor Law Compliance including Prevailing Wage Laws</u>: CONSULTANT, in providing the services and in otherwise carrying out its obligations to the AUTHORITY under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation, equal protection and non-discrimination laws, and prevailing wage laws, including without limitation, CONSULTANT and any of its contractors and/or subcontractors complying with the same and registration with the Department of Industrial Relations, as applicable.
  - Standard of Care and No Conflict of Interests: CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. Services under this AGREEMENT shall be performed only by competent personnel under this supervision of and/or in the employment of the CONSULTANT. CONSULTANT shall conform to AUTHORITY's reasonable requests regarding assignment of personnel. All personnel, including those assigned at AUTHORITY's request, shall be supervised by CONSULTANT. The CONSULTANT will perform its services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The CONSULTANT will furnish, at its expense, those services that are set forth in this AGREEMENT and Exhibits and represents that the services set forth in said Exhibits are within the technical and professional areas of expertise of the CONSULTANT or any subconsultant the CONSULTANT has engaged or will engage to perform the service(s). The AUTHORITY shall request in writing if the AUTHORITY desires the CONSULTANT to provide services in addition to, or different from, the services described in this AGREEMENT and Exhibits. The CONSULTANT shall advise the AUTHORITY in writing of any services that, in the CONSULTANT's opinion, lie outside of the technical and professional expertise of the CONSULTANT. CONSULTANT represents that the CONSULTANT has no existing interest and will not acquire any interest, direct or indirect, which would create a conflict of interest in violation of any applicable laws, and that no person having any such interest shall be employed by CONSULTANT.
- 4. <u>CONSULTANT'S STAFFING.</u> CONSULTANT shall not change any of the key personnel without prior written approval by the AUTHORITY, unless said personnel cease to be employed by CONSULTANT or as other circumstances warrant. CONSULTANT agrees that reassignment of any of the listed personnel during the AGREEMENT period shall only be with other professional personnel who have equivalent experience and shall require prior consultation and written approval by the AUTHORITY. Any costs associated with reassignment of personnel shall be borne exclusively by CONSULTANT and

CONSULTANT shall not charge the AUTHORITY for the cost of training or "bringing up to speed" replacement personnel.

# ARTICLE II COMPENSATION TO THE CONSULTANT

- 1. The AUTHORITY shall compensate the CONSULTANT as follows:
- a. The AUTHORITY agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in **Exhibit** "C" for the services performed pursuant to this AGREEMENT. In no event shall the total payment to CONSULTANT exceed thirteen thousand five hundred and six Dollars (\$13,506.00) as set forth in **Exhibit** "C" for performing the services required by this AGREEMENT and Exhibits.
- b. CONSULTANT shall invoice costs monthly, or another periodic basis approved by the AUTHORITY, for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation as determined by the AUTHORITY.
- c. Except as expressly provided herein, CONSULTANT agrees that no other compensation, fringe benefits, or other remuneration is due to CONSULTANT by the AUTHORITY for services rendered under this AGREEMENT. CONSULTANT shall not apply for or receive statutory benefits available to employees of the AUTHORITY because CONSULTANT is not an employee of the AUTHORITY; rather, CONSULTANT is operating under a personal services agreement and has only the rights defined by this AGREEMENT.
- 2. The CONSULTANT shall submit one (1) invoice monthly to the AUTHORITY for the fees incurred during the billing period and reimbursable expenses (if any). Invoices for fees must reflect the date of the service, identify the individual performing the service, state the hours worked and rate charged, and describe the service performed. Invoices requesting reimbursement for reimbursable expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices) including a copy of the AUTHORITY's authorization notice for invoiced item(s). Invoices requesting payment for overtime must reflect straight time and overtime hours being charged, and must include a copy of the AUTHORITY's written authorization to incur additional overtime expense. No payments will be made by the AUTHORITY to the CONSULTANT for monthly invoices requesting reimbursables or overtime absent the prior written authorization of the AUTHORITY. The AUTHORITY shall make payment to the CONSULTANT of the approved invoiced amount within forty-five (45) days of the AUTHORITY's receipt of the approved invoice.

# ARTICLE III REIMBURSABLE EXPENSES

- 1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the CONSULTANT at one and one-tenth (1.1) times the expenses incurred by the CONSULTANT, the CONSULTANT's employees and consultants for the following specified items unless otherwise approved by the AUTHORITY in writing:
  - a. Approved reproduction of reports and/or other documents otherwise not covered in the agreement and approved in advance by Authority.

- b. Fees advanced for securing approval of authorities in connection with the services rendered pursuant to this AGREEMENT.
- c. Express shipping, overnight mail, messenger, courier, or delivery services approved in advance by the Authority.
  - d. Mileage at IRS Rate if site exceeds more than 25 miles from the Authority.
  - e. Out of town travel approved in advance by Authority.

## ARTICLE IV TERMINATION

- 1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONSULTANT; or if the AUTHORITY should decide to abandon or indefinitely postpone the PROJECT.
- 2. In the event of a termination based upon abandonment or postponement by AUTHORITY, the AUTHORITY shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the AUTHORITY or in the possession of the CONSULTANT.
- 3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article IV, Paragraph 4 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.
- 4. This AGREEMENT may be terminated without cause by AUTHORITY upon twenty (20) days written notice to the CONSULTANT. In the event of a termination without cause, the AUTHORITY shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to other documents whether delivered to the AUTHORITY or in the possession of the CONSULTANT.
- 5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before. The PARTIES may agree in writing to submit any

dispute between the PARTIES to arbitration. The AUTHORITY agrees to pay the CONSULTANT the undisputed amounts due under this AGREEMENT.

6. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE IV OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

# ARTICLE V ADDITIONAL CONSULTANT SERVICES

- 1. CONSULTANT shall notify the AUTHORITY in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the AUTHORITY before rendering such services. The AUTHORITY may require CONSULTANT to perform additional services which are, in the AUTHORITY's discretion, necessary. Compensation for such services shall be negotiated and approved in writing by the AUTHORITY. Such services shall include:
  - a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.
  - b. Preparing reports and other documentation and supporting data, and providing other services in connection with PROJECT modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT;
  - c. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT's industry.

# ARTICLE VI ACCOUNTING RECORDS OF THE CONSULTANT

Records of the CONSULTANT's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the AUTHORITY and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the AUTHORITY or AUTHORITY's authorized representative at mutually convenient times.

# ARTICLE VII REPORTS AND/OR OTHER DOCUMENTS

The reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT (regardless of medium, format, etc.) shall be and remain the property of the AUTHORITY (hereinafter "PROPERTY"). The AUTHORITY may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the AUTHORITY's written request, CONSULTANT shall return the requested PROPERTY to the AUTHORITY within five (5) calendar days. Failure to comply with any such written request shall be deemed a material breach of this AGREEMENT.

# ARTICLE VIII INDEMNITY & INSURANCE

- 1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, and hold AUTHORITY entirely harmless from all liability arising out of and related to CONSULTANT's and CONSULTANT's subcontractors, as the case may be, errors, omissions, negligence, or reckless conduct, including as follows:
  - a. <u>Workers' Compensation and Employers Liability</u>: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subconsultant's employees arising out of CONSULTANT's work under this AGREEMENT; and
  - b. <u>General Liability</u>: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the AUTHORITY, or any person, firm or corporation employed by the CONSULTANT or the AUTHORITY upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the AUTHORITY, its officers, employees, agents or independent consultants who are directly employed by the AUTHORITY;
  - c. <u>Professional Liability</u>: Any loss, injury to or death of persons or damage to property caused by any negligent act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the AUTHORITY, arising out of, or in any way connected with the services performed by CONSULTANT in accordance with this AGREEMENT, including injury or damage either on or off AUTHORITY property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the AUTHORITY.
  - d. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VIII, Paragraphs 1 (a) and (b) above, that may be brought or instituted against the AUTHORITY, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the AUTHORITY, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
  - e. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE VIII, SECTION 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE §2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.
  - f. ANY ATTEMPT TO LIMIT THE CONSULTANT'S LIABILITY TO THE AUTHORITY IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE AUTHORITY AND THE CONSULTANT. IN NO EVENT SHALL THE CONSULTANT'S LIABILITY BE LIMITED TO ANY AMOUNT INCLUDING, BUT NOT LIMITED TO, THE AMOUNT OF FEES RECEIVED BY THE CONSULTANT FOR PERFORMING SERVICES RELATED TO THIS AGREEMENT.

- 2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, authorized to do business in the State of California and acceptable to AUTHORITY which will protect CONSULTANT and AUTHORITY from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
  - a. Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).
  - b. Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) per annual aggregate; and automobile liability insurance with limits not less than One Million Dollars (\$1,000,000.00) combined single limit for each accident and for bodily injury and property damage liability, including:
    - 1. Owned, non-owned and hired vehicles;
    - 2. Blanket contractual;
    - 3. Broad form property damage;
    - 4. Products/completed operations; and
    - 5. Personal injury.
  - c. Professional liability insurance, including contractual liability, with limits of Two Million Dollars (\$2,000,000), per occurrence and Four Million Dollars (\$4,000,000.00) per annual aggregate. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.
  - d. Each policy of insurance required in Article VIII, Section 2(b) above shall name AUTHORITY and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by AUTHORITY is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to AUTHORITY prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify AUTHORITY in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to AUTHORITY certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, AUTHORITY may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse AUTHORITY upon demand for the cost thereof.
  - e. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article VIII, Sections 2(a), (b), (c), and (d), in

amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$1,000,000 per occurrence.

## ARTICLE IX MISCELLANEOUS

- 1. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the AUTHORITY, and are not entitled to benefits of any kind or nature normally provided employees of the AUTHORITY and/or to which AUTHORITY's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.
- 2. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the AUTHORITY or CONSULTANT.
- 3. The AUTHORITY and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.
- 4. This AGREEMENT shall be governed by the laws of the State of California with state court venue in the County of Placer or as otherwise agreed to between the parties.
- 5. This AGREEMENT shall not include or incorporate the terms of any general conditions, conditions, master agreement or any other boilerplate terms or form documents prepared by the CONSULTANT. The attachment of any such document to this AGREEMENT such as **Exhibit "B"** shall not be interpreted or construed to incorporate such terms into this AGREEMENT unless the AUTHORITY approves of such incorporation in a separate writing signed by the AUTHORITY. Any reference to such boilerplate terms and conditions in the proposal or quote submitted by the CONSULTANT shall be null and void and have no effect upon this AGREEMENT. Proposals, quotes, statement of qualifications and other similar documents prepared by the CONSULTANT may be incorporated into this AGREEMENT as **Exhibit "B"** but such incorporation shall be strictly limited to those parts describing the CONSULTANT's scope of work, rate and price schedule and qualifications.
- 6. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the AUTHORITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the AUTHORITY and the CONSULTANT.
  - 7. Time is of the essence with respect to all provisions of this AGREEMENT.

- 8. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.
- 9. All Exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof with the exception of those documents or provisions that are subject to the exclusions specifically set forth in this AGREEMENT. In the event that the provisions of any Exhibit conflict with the terms of this AGREEMENT, the terms of this AGREEMENT shall control.
- 10. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.
- 11. <u>Confidentiality</u>: The CONSULTANT shall not disclose or permit the disclosure of any confidential information, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this AGREEMENT.
- 12. <u>Severability</u>: If any portion of this AGREEMENT is held as a matter of law to be unenforceable, the remainder of this AGREEMENT shall be enforceable without such provisions.
- 13. <u>Notices</u>: All notices or demands to be given under this AGREEMENT by either PARTY to the other shall be in writing and given either by: (a) personal service; or (b) by U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either PARTY may be changed by written notice given in accordance with the notice provisions of this Paragraph. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

To the AUTHORITY:

To the CONSULTANT:

Attn: Jim Mulligan, General Manager

Attn: Thomsas Butler, Principal Hydrogeologist/

Geochemist

Telephone: (916) 846-4719 Telephone

Telephone: (925) 296-2126

Email: jmulligan@westyost.com

Email: Thomas.butler@stantec.com

- 15. <u>Tobacco Prohibited</u>: Any tobacco use (smoking, chewing, etc.) by anyone, is prohibited at all times on any AUTHORITY property.
- 16. Profanity on any AUTHORITY property is prohibited, including, but not limited to, racial, ethic, or sexual slurs or comments which could be considered harassment.
- 17. <u>Appropriate Dress is Mandatory</u>. Therefore, tank tops, cut-offs and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated above in Paragraph 16 above.

- 18. <u>Images</u>: If applicable, the CONSULTANT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the AUTHORITY, or any image that represents the AUTHORITY without express written consent from the AUTHORITY.
- 19. Pursuant to and in accordance with the provisions of Government Code section 8546.7 or any amendments thereto, all books, records and files of CONSULTANT, or any subconsultant connected with the performance of this AGREEMENT involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor General of the State of California, at the request of AUTHORITY or as a part of any audit of AUTHORITY, for a period of three (3) years after final payment is made under this AGREEMENT. CONSULTANT shall preserve and cause to be preserved such books, records and files for the audit period.
- 20. <u>Prevailing Wages</u>: If applicable and required, CONSULTANT shall pay, and shall cause all subconsultants of every tier to pay, not less than the specified prevailing wage rates, to the extent applicable, to all workers employed to perform work or Services under this AGREEMENT. CONSULTANT shall fully indemnify and defend the AUTHORITY from any claims arising from CONSULTANT's failure to meet and prevailing wage requirements.
- 21. This AGREEMENT is not a valid or enforceable obligation against the AUTHORITY until approved or ratified by motion of the Governing Board of the AUTHORITY duly passed and adopted.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

I INCOLN\_SMD 1 WASTEWATER

STANTEC CONSULTING SERVICES

INC,	AUTHORITY
By	By
Print Name Thomas Butler	Print Name Jim Mulligan
Title Principal Hydrogeologist/Geochemist	Title General Manager
APPROVED AS TO FORM:	
Name:	Name: Wes Miliband
Γitle:	Title: Legal Counsel

### **EXHIBIT "A"**

#### **SCOPE OF SERVICES**

The following Scope of Services describes the tasks anticipated to be performed by the Consultant.

Consultant shall submit a scope of services to prepare a Groundwater Monitoring Well Network Evaluation Report as required within Section VI.C.2.b of LiSWA's discharge permit (Order R5-2024-0024, NPDES CA0084476) and, as included within LiSWAs RFP. The scope should clearly identify Consultant assumptions, deliverables, and exclusions, if any. LiSWA's goal is to have a final report completed by February 6, 2025 to meet the State required submittal date of March 1, 2026 Consultant shall identify LiSWA staff work expectations and timelines such as meetings and draft report review period(s).

#### **EXHIBIT "B"**

#### **CONSULTANT 'S PROPOSAL**

#### Task 1: Draft Groundwater Monitoring Well Evaluation Report

Stantec will evaluate available monitoring data to determine if the existing monitoring network is sufficient in assessing groundwater flow direction and background groundwater quality, including the potential spatial variability in background conditions. Stantec will also evaluate available monitoring data to determine if the existing monitoring network adequately captures potential impacts at compliance wells related to wastewater disposal, with particular consideration for Tertiary Storage Basins 1 and 2 and Maturation Ponds 1 and 2. In doing so, groundwater elevation contours will be initially evaluated to determine if potential data gaps exist, with regards to the direction of groundwater flow and wastewater storage/disposal operations. Note that groundwater contours can only indicate the potential for whether an impact is likely to occur. Whether any given well is actually influenced by wastewater storage/disposal, and to what degree, is much more complicated and determined by subsurface lithology and the potential for other sources of water and solutes in the surrounding area including surface water and irrigated agriculture. To this end, a geoforensic analysis of available groundwater general mineral chemistry will be conducted. Available effluent and surface water chemistry will also be evaluated. Together, groundwater elevation and geochemical data will be used to either support or refute the need for additional background and/or compliance monitoring wells, with the goal to maintain a streamlined monitoring network that serves the needs for regulatory compliance, while minimizing on-going monitoring cost to LiSWA.

#### Task 2: Final Groundwater Monitoring Well Evaluation Report

Stantec will take comments received from LiSWA and, where appropriate, revised the Draft report. The report will be finalized and an electronic copy provided to LiSWA for submittal to the Regional Board. It is assumed that LiSWA will provide one round of compiled comments to Stantec for review.

#### Task 3: Project Management and Meetings

We have assumed that up to 4 meetings will be required to complete the Task 1 and Task 2 scopes, including an initial kickoff meeting with West Yost and their hydrogeologist, two meetings with staff knowledgeable of the disposal facilities and available water quality data, and a meeting following LiSWA review of the Draft report to discuss comments, as appropriate. Project management and billing are also included in this task.

#### **Deliverables and Time Schedule:**

The following deliverables and time schedule are proposed, assuming a contract award of October 10, 2025 as stated in the RFP.

- 1. December 1<sup>st</sup>, 2025: Draft Groundwater Monitoring Well Network Evaluation Report (e-copy)
- 2. December 19<sup>th</sup>, 2025: LiSWA comments to Draft Groundwater Monitoring/19 Well Evaluation Report to Stantec (e-copy)
- 3. January 9th, 2026: Final Groundwater Monitoring Well Network Evaluation Report (e-copy)

# **EXHIBIT "C"**

# CONSULTANT'S FEE AND PRICING INFORMATION

# FEE ESTIMATE - LiSWA Groundwater Monitoring Well Evaluation

Name	Butler, Thomas	Witty, James
Billing	Level 15	Level 12
Project	\$274.00	\$231.00
<b>Total Units</b>	24.00	30.00
Fee (T&M)	\$6,576.00	\$6,930.00

<b>Project Summary</b>	Hours	Labour	Expense	Subs	Total
Fixed Fee	0.00	\$0.00	\$0.00	\$0.00	\$0.00
Time & Material	54.00	\$13,506.00	\$0.00	\$0.00	\$13,506.00
Total	54.00	\$13,506.00	\$0.00	\$0.00	\$13,506.00

Task No.	Task Name	Start Date	End Date	Tom's Hours	James's Hours	Task Type	Total Hours	Labour	Expense	Subs	Total
1	Draft Groundwater Monitoring Well Evaluation Report	2025-10-10	2025-12-01	12.00	24.00	Time & Material	36.00	\$8,832.00	\$0.00	\$0.00	\$8,832.00
2	Final Groundwater Monitoring Well Evaluation Report	2025-12-19	2026-01-09	4.00	4.00	Time & Material	8.00	\$2,020.00	\$0.00	\$0.00	\$2,020.00
3	Project Management and Meetings	2025-10-10	2026-01-09	8.00	2.00	Time & Material	10.00	\$2,654.00	\$0.00	\$0.00	\$2,654.00



# SCHEDULE OF BILLING RATES - 2025 (USD)

Billing Level	Hourly Rate	Description
		Junior Level position
		Independently carries out assignments of limited scope using standard procedures, methods and techniques
3	\$133	<ul> <li>Assists senior staff in carrying out more advanced procedures</li> </ul>
4	\$141	☐ Completed work is reviewed for feasibility and soundness of judgment
5	\$158	☐ Graduate from an appropriate post-secondary program or equivalent
		☐ Generally, one to three years' experience
		Fully Qualified Professional Position
		<ul> <li>Carries out assignments requiring general familiarity within a broad field of the respective profession</li> </ul>
6	\$165	<ul> <li>Makes decisions by using a combination of standard methods and techniques</li> </ul>
7	\$179	<ul> <li>Actively participates in planning to ensure the achievement of objectives</li> </ul>
8	\$187	<ul> <li>Works independently to interpret information and resolve difficulties</li> </ul>
		☐ Graduate from an appropriate post-secondary program, with credentials or equivalent
		☐ Generally, three to six years' experience
		First Level Supervisor or first complete Level of Specialization
		<ul> <li>Provides applied professional knowledge and initiative in planning and coordinating work programs</li> </ul>
9	\$195	<ul> <li>Adapts established guidelines as necessary to address unusual issues</li> </ul>
10	\$204	Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgement
11	\$219	☐ Graduate from an appropriate post-secondary program, with credentials or equivalent
		☐ Generally, five to nine years' experience
		Highly Specialized Technical Professional or Supervisor of groups of professionals
		<ul> <li>Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise</li> </ul>
12	\$231	Participates in short and long range planning to ensure the achievement of objectives
13 14	\$241 \$261	Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures
		☐ Reviews and evaluates technical work
		☐ Graduate from an appropriate post-secondary program, with credentials or equivalent
		☐ Generally, ten to fifteen years' experience with extensive, broad experience
		Senior Level Consultant or Management
		<ul> <li>Recognized as an authority in a specific field with qualifications of significant value</li> </ul>
15	\$274	<ul> <li>Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise</li> </ul>
16	\$292	<ul> <li>Independently conceives programs and problems for investigation</li> </ul>
17	\$301	<ul> <li>Participates in discussions to ensure the achievement of program and/or project objectives</li> </ul>
		<ul> <li>Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects</li> </ul>
		☐ Graduate from an appropriate post-secondary program, with credentials or equivalent
		☐ Generally, more than twelve years' experience with extensive experience
		Senior Level Management under review by Vice President or higher
		<ul> <li>Recognized as an authority in a specific field with qualifications of significant value</li> </ul>
18	\$302	☐ Responsible for long range planning within a specific area of practice or region
19	\$313	☐ Makes decisions which are far reaching and limited only by objectives and policies of the organization
20	\$324	<ul> <li>Plans/approves projects requiring significant human resources or capital investment</li> </ul>
21	\$344	☐ Graduate from an appropriate post-secondary program, with credentials or equivalent
		☐ Generally, fifteen years' experience with extensive professional and management experience

Expert Witness Services carry a 50% premium on labor. Overtime will be charged at 1.5 times the standard billing rate. All labor rates will be subject to annual increase.





LiSWA Regular Board Meeting October 10, 2025











# Agenda

- GM Work in Progress
- LiSWA August 2025 Operations Income Statement





# General Manager's Report

# **GM Work in Progress**

- Zero-Emission Vehicle (ZEV) fleet update Electric yard truck purchase at November Board meeting.
- WWTRU Policy Revision Presented policy to TAG 10/8.
- Groundwater Monitoring Well Study Stantec selected by TAG (consent item today); completion by January 2026.
- WWTRF Improvement Project CEQA document on November Board agenda; SRF loan application on track for December submission; disk filter evaluation
- Reserve Policy Draft policy slated for November Board meeting. With TGAG now for review
- Financial modeling tool is proceeding well with Raftelis and will include reserve funds asapproved by the Board.
- Maturation Pond Optimization Study Received 10/1; review underway.
- Ongoing coordination with Lincoln development (Village 5 and 1)

# Lincoln-Sewer Maintenance District 1 Wastewater Authority Operations Fund Income Statement

July through August 2025

Modified Accrual Book	J	ul - Aug 25		Budget		Variance	% of Budge
Income							
42010 - Investment Income							
RC0560 - Investment Income	\$	180,129.13					
Total 42010 - Investment Income	\$	180,129.13					
42030 - Short Term Rents	Ψ	.00, .200					
RC0600 Short Term Rents	\$	4,140.00	\$	69,090.00	\$	(64,950.00)	5.999
Total 42030 - Short Term Rents	\$	4,140.00	\$	69,090.00	\$	(64,950.00)	5.99
46230 - Sanitation Services	•	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,	,	,	(-1,)	
RC2230 - Operations	\$	1,554,132.80	\$	9,682,614.00	\$	(8,128,481.20)	16.059
Total 46230 - Sanitation Services		1,554,132.80		9,682,614.00	-	(8,128,481.20)	16.059
46240 - Sanitation Serv Other	•	, ,	·	,,,,,	·	(=, =, = =,	
RC2190 - Capital / Debt	\$	734,624.22	\$	4,576,882.00	\$	(3,842,257.78)	16.059
RC2190 - Sewer Connection Fees			\$	2,500,000.00		(2,500,000.00)	
Total 46240 - Sanitation Serv Other	\$	734,624.22	_	7,076,882.00		(6,342,257.78)	10.389
46360 - General Reimbursement	•	- /-	·	,,	·	(-,- ,,	
RC2680 - Other	\$	60.00	\$	55,000.00	\$	(54,940.00)	0.119
Total 46360 - General Reimbursement	\$	60.00	\$	55,000.00	\$	(54,940.00)	0.119
48030 - Miscellaneous						,	
RC3010 - Reclaimed Water			\$	30,000.00	\$	(30,000.00)	
Total 48030 - Miscellaneous			\$	30,000.00	\$	(30,000.00)	
Total Income	\$ :	2,473,086.15	\$1	6,913,586.00	\$(	14,440,499.85)	14.629
	\$ :	2,473,086.15	\$1	6,913,586.00	\$(	14,440,499.85)	14.629
Expense		· ·				,	
52020 - Goods							
SC2029 Chemicals	\$	100,854.00	\$	558,249.00	\$	(457,395.00)	18.079
Total 52020 - Goods	\$	100,854.00	\$	558,249.00	\$	(457,395.00)	18.079
52040 - Communication Services							
SC2085 - Telephone			\$	10,000.00	\$	(10,000.00)	
Total 52040 - Communication Services			\$	10,000.00	\$	(10,000.00)	-
52080 - Insurance Services							
SC2140 - Insurance Services	\$	155,071.57	\$	250,000.00	\$	(94,928.43)	62.039
Total 52080 - Insurance Services	\$	155,071.57	\$	250,000.00	\$	(94,928.43)	62.039
52160 - Maintenance - Service							
SC2270 - Maintenance	\$	7,344.58	\$	171,260.00	\$	(163,915.42)	4.29
SC2270 - WWTRF Maintenance	\$	36,822.58	\$	320,816.00	\$	(283,993.42)	11.489
						(4.47.000.04)	0.00
Total 52160 - Maintenance - Service	\$	44,167.16	\$	492,076.00	\$	(447,908.84)	8.989
Total 52160 - Maintenance - Service 52240 - Member, Reg, Warr	<u> </u>	44,167.16	\$	492,076.00	\$	(447,908.84)	8.98
	<u> </u>	44,167.16	\$	492,076.00 10,800.00	\$	(10,800.00)	8.98
52240 - Member, Reg, Warr	<u> </u>	44,167.16				, , ,	8.98%
<b>52240 - Member, Reg, Warr</b> SC2550 - Prof Membership	<u> </u>	44,167.16	\$	10,800.00	\$	(10,800.00)	8.98%

12:08 PM 09/24/25 Accrual Basis

# Lincoln-Sewer Maintenance District 1 Wastewater Authority Operations Fund Income Statement

July through August 2025

Modified Accrual Book		Jul - Aug 25		Budget		Variance	% of Budget
SC2940 - Consulting WWTRF	\$	3,125.00			\$	3,125.00	100.0%
SC2950 - Engineering WWTRF	\$	1,812.00	\$	475,000.00	\$	(473,188.00)	0.38%
SC3030 - Security WWTRF	\$	360.00					
52360 - Prof/Special Services - Other			\$	1,248,988.00	\$	(1,248,988.00)	
Total 52360 - Prof/Special Services	\$	67,661.75	\$	1,723,988.00	\$	(1,656,326.25)	3.93%
52370 - Prof/Special Services							
SC3130 - Legal	\$	8,687.00	\$	150,000.00	\$	(141,313.00)	5.79%
Total 52370 - Prof/Special Services	\$	8,687.00	\$	150,000.00	\$	(141,313.00)	5.79%
52380 - Prof/Special Services							
SC3310 - Operations	\$	458,349.84	\$	2,581,418.00	\$	(2,123,068.16)	17.76%
Total 52380 - Prof/Special Services	\$	458,349.84	\$	2,581,418.00	\$	(2,123,068.16)	17.76%
52390 - Prof/Special Services			\$	75,000.00	\$	(75,000.00)	
52400 - Information Technology							
SC3360 - IT Services	\$	5,985.75	\$	150,000.00	\$	(144,014.25)	3.99%
Total 52400 - Information Technology	\$	5,985.75	\$	150,000.00	\$	(144,014.25)	3.99%
52450 - Prof/Special Services							
SC3480 - Short Term Rental	\$	12,262.61	\$	64,000.00	\$	(51,737.39)	19.16%
Total 52450 - Prof/Special Services	\$	12,262.61	\$	64,000.00	\$	(51,737.39)	19.16%
52510 - Commissioner's Fees			\$	9,600.00	\$	(9,600.00)	
52570 - Advertising			\$	7,500.00	\$	(7,500.00)	
52800 - Utilities							
SC4340 - Utilities	\$	220,600.39	\$	2,237,200.00	\$	(2,016,599.61)	9.86%
Total 52800 - Utilities	\$	220,600.39	\$	2,237,200.00	\$	(2,016,599.61)	9.86%
52810 - Goods							
SC4456 - Sewage Treatment	\$	152,714.16	\$	968,024.00	\$	(815,309.84)	15.78%
Total 52810 - Goods	\$	152,714.16	\$	968,024.00	\$	(815,309.84)	15.78%
53190 - Taxes and Assessments							
SC4870 - Taxes and Assessments	\$	6,092.67	\$	90,000.00	\$	(83,907.33)	6.77%
Total 53190 - Taxes and Assessments	\$	6,092.67	\$	90,000.00	\$	(83,907.33)	6.77%
54450 - Capital Asset Equipment	\$	22,020.00	\$	1,712,000.00	\$	(1,689,980.00)	1.29%
59000 - Debt Payments			\$	2,705,200.00	\$	(2,705,200.00)	
Total Expense	\$	1,254,466.90	\$	13,795,055.00	\$	(12,540,588.10)	9.09%
Net Ordinary Income	\$	1,218,619.25	\$	3,118,531.00	\$	(1,899,911.75)	39.08%
Other Expense							
Depreciation Expenses	\$	1,084,899.67					
Total Other Expense		1,084,899.67			\$	1,084,899.67	100.0%
Net Other Income							100.0%
Net Income  Net Income	\$ \$	(1,084,899.67) 133,719.58	\$	3,118,531.00	\$ <b>\$</b>	(1,084,899.67) (2,984,811.42)	4.29%
	Ψ	100,710.00	Ψ	0,110,001.00	Ψ	(4,00-7,011.72)	7.23/0
Footnotes Modified Accrual Book	lor Co	oital Accets					
54450 - On Balance Sheet as CIP and	or Cap	Jilai Assels					

### September 2025 LWWTRF Operations Report

10-10-25

### **Highlights**

- -144.420 Million Gallons (MG) of influent, 39.238 MG of effluent was sent to reclamation and 74.534 MG of effluent was sent to Auburn Ravine this month.
- -Centrifuge #3 is currently going through a major service. Delays in getting parts may push the ability to get both centrifuges running for several months.
- -We hired two new operators this month. Eric Mayo our new Operator in Training started on September 22<sup>nd</sup>. Vince Neill, our returning Senior Operator, started on September 29<sup>th</sup>.
- -Quotes have been requested for DAF recirculation pump replacement.
- -City replaced corroded isolation valves on the potable water line to the plant. Photo 1.
- -Joe Steer, our 20-year veteran in both operations and maintenance will be leaving at the end of the month to start a business. Thank you, Joe! Photo 2.

# **Compliance**

-There were **no** compliance issues this month.

	Major Equipment Out of Service												
Equipment	Failure Date	Redundancy	Problem	Solution	Estimated Repair Cost	Estimated Return to Service Date							
Filter Feed Pump #2	3-25-24	1 of 4	Motor windings are broken down. Failed in wet weather.	Spare pump is on order.	\$170,437	TBD							
WAS 14" discharge and isolation valves at SHT	11-23-24	N/A	Valves broke when opening to put SHT back in service	Valves were just delivered.	\$16,000	10/31/25							
CV1 Limitorque Valve Actuator	9-10-25	1 of 1	Several circuit boards and motor failed.	Replace with new actuator and purchase spare.	\$23,000	TBD							

Equipment	Failure Date	Redundancy	Problem	Solution	Estimated Repair Cost	Estimated Return to Service Date
Effluent Pump #3	8-25-25	1 of 4	Bearing failure and possibly other issues	Repair pump. Pump is currently at Flygt repair shop awaiting inspection and estimate.	TBD	TBD
YSI UV Inlet turbidity and Transmittance meters	8-30-25	1of 2	Electrical issue in transmitter, Meters due for replacement.	Meters on order.	\$33,136	TBD
Yard Goat/Truck	7-16-25	1 of 1	Electrical and many other issues	Replace with electric yard goat	\$295,000	12-1-25

	Influent INF- 001	EFF-001B	Reclamation\ Irrigation	Reclamation\ Irrigation	Reclamation\ Irrigation	Reclamation\ Irrigation	Reclamation\ Irrigation	TSBs\TSB Inf (LND-	General
Month/Year	Flow	EFF-001B Flow	Total Flow to Reclamation	Warm Springs	Pivot Flow	Machado Flow	Effluent to City Rec	Net Flow (+Influent)(-	Precipitation
	MGD	MGD	MGD	MGD	MGD	MGD	MGD	MGD	inches/day
Jan '25	178.80	184.88	2.10	.00	.00	.00	2.10	-5.58	2.28
Feb '25	237.81	201.09	2.13	.00	.00	.00	2.13	18.88	4.41
Mar '25	198.09	286.40	2.31	.00	.00	.00	2.31	-88.99	2.28
Apr '25	167.50	83.91	25.73	15.60	8.10	.00	2.03	45.06	.21
May '25	155.60	34.78	42.22	12.09	27.18	.00	2.95	60.32	.00
Jun '25	144.27	139.80	38.33	10.51	22.90	.00	4.92	-25.97	.00
Jul '25	147.26	87.98	61.62	27.46	30.28	.00	3.88	-14.35	.00
Aug '25	147.98	94.57	68.30	21.80	43.31	.00	3.18	-29.77	.00
Sep '25	144.42	74.53	39.24	17.85	15.99	.00	5.40	45.87	.00

	Influent INF-001										
Month/Year	Flow	BOD5	BOD5 Load	TSS	TSS Load						
	MGD	mg/L	Lbs	mg/L	Lbs						
Jan '25	5.77	154	6924	242	10732						
Feb '25	8.49	164	11869	208	14997						
Mar '25	6.39	240	12757	266	14339						
Apr '25	5.58	300	14239	289	13517						
May '25	5.02	271	11229	284	11750						
Jun '25	4.81	218	8656	345	13717						
Jul '25	4.75	254	10008	317	12491						
Aug '25	4.77	240	9504	334	13243						
Sep '25	4.81	272	10754	349	13814						



Photo 1.



Photo 2.



### Work Order Actual Hours by WO Type

